

REMARKS

Response to Objection to Drawings

The drawings were objected to with Examiner asserting "Figure 1 entitled 'Replacement Sheet' filed June 27, 2006 shows Figure 1 as 'Prior Art' and the "Replacement Sheet' of Figure 1 filed 5/14/03 does not show Figure 1 as 'Prior Art.' It is unclear from the two submissions of drawing figures whether Figure 1 is being considered 'Prior Art' or not 'Prior Art.' This cannot be determined from reading Applicants' Specification.

In response, Examiner's attention is respectfully directed to the Amendment filed on June 27, 2006 along with the Replacement Sheet of Figure 1. In the Remarks to the Amendment, Applicants stated, "Figure 1 is described at Paragraph 6. Attached is a replacement drawing sheet wherein Figure 1 has been labeled as 'Prior Art.'" For further clarification, Applicants herein confirm that the Replacement Sheet filed on June 27, 2006 replaced the Formal Drawing filed on 5/14/03. It is hence believed that Figure 1 is accurate as presented and no further Replacement Sheets are required.

Response to objection to Specification

Examiner objected to the Amendment filed 04/23/07 as introducing new matter into the Specification. These objections are responded to in the following paragraphs.

Examiner asserted "added material which is not supported by the original disclosure is as follows: Page 8, para. 0023 recites '... while only a single mortgage broker is illustrated in Figure 3, embodiments of the invention may include more than one mortgage broker.'"

In response, Examiner's attention is respectfully directed to the Office Action mailed March 23, 2006, in which Examiner specifically pointed out that "in the Specification '304' is 'mortgage broker(s). It is unclear whether there are more than one mortgage broker or one mortgage broker.'" In an effort to move prosecution forward, Applicants amended paragraph [0023] per the above. Clearly, identifying that there may be more than one broker cannot constitute new subject matter when the original disclosure – through the use of the phrase mortgage broker(s) –disclosed embodiments having more than one mortgage broker. Otherwise, the use of the parenthetical "s" [(s)] would have been un-necessary. Additionally, the originally filed Abstract also disclosed more than one mortgage broker by disclosing "Using a web browser, brokers can search their lenders' products . . . (emphasis added)." Likewise, originally filed paragraph [0023] also disclosed more than one broker, stating: "According to the present invention, the mortgage information exchange platform is supported on one or more servers, and brokers interact with the platform via client machines" (emphasis added). Other examples of support for more than one mortgage broker can be found throughout the specification as well. Because the originally filed disclosure disclosed embodiments contemplating more than one mortgage broker, the Amendment filed April 23, 2007, does not introduce new subject matter in this regard and Applicants respectfully request withdrawal of the objection on this basis.

Examiner also asserted that "added material which is not supported by the original disclosure is as follows: . . . Page 10, para. [0028] recites . . . In Figure 5, element 302 is a specific instantiation of the virtual generic wholesale lender object of Figure 3; element 304 represents a mortgage broker and element 306 represents a wholesale lender."

In response, Applicants respectfully direct Examiner's attention to originally filed Figure 3 and Paragraph [0023] in which element 302 is disclosed and labeled as a "Virtual Quasi-Generic Wholesale Lender" and to originally filed Figure 5, which uses the same reference numeral, 302, to identify a specific instantiation of the virtual quasi-generic wholesale lender, identified in originally filed Figure 5 as "Good Loans, Inc." In fact, this is made even more clear in originally filed paragraph [0028] which states that the illustrated VGWL-engine 500 "now acts as if it were only presenting the Good Loans Inc. programs and rates to the broker" and further that the engine "takes on the personality of the selected lender." One of ordinary skill in the art would recognize that element 302 of Figure 5 is a specific instantiation of the virtual generic wholesale lender object 302 of Figure 3 based upon the original disclosure. Regarding the amended reference to "element 304," Examiner's attention is respectfully directed to originally filed paragraph [0023] in which element 304 is described as a "mortgage broker 304." Regarding the amended reference to "element 306," Examiner's attention is respectfully directed to originally filed paragraph [0023] in which element 306 is described as "wholesale lenders 306." Hence, the amendment does not introduce new subject matter, and Applicants respectfully request withdrawal of the objection on this basis.

Examiner also alluded to the amendment to Page 15, para. 0043. Examiner's objection appears to be based upon adding the word "also" and substituting the phrase "may also be" for the word "is." In response, Applicants respectfully respond that adding the word "also" is a mere grammatical correction, as an earlier sentence in the same paragraph stated "a 'client' should be broadly construed . . ." Hence, this amendment is proper and does not add new subject matter. Regarding substituting "may also be" in lieu of "is," this amendment is also proper. The very

same paragraph broadly describes a server as “a computer, computer platform, an adjunct to a computer or platform, or any component thereof.” In light of this very broad description of a server, it is grammatically correct, and it is not new matter, to state that the server “may also be” (in addition to the broad definition preceding that statement) the entity that downloads the file, “depending upon the context.” As further support, Examiner’s attention is respectfully directed to originally filed paragraph [0019] which provides an example of a “server” that does not download the file – specifically, paragraph [0019] discloses a server “for control of domain name resolution, routing and other control functions.” Because such servers are disclosed in the originally filed specification, it is simply not new subject matter to say that the server “may also be the entity which downloads the file, depending upon the context.” Clearly, as disclosed in the original specification, the server may also be the entity that resolves domain names, or provides other routing and control functions. Hence, the amendment to paragraph [0043] is proper and does not introduce new matter; withdrawal of the objection is respectfully requested.

Further, paragraph [0044] was amended to state “preferred embodiments of our invention,” rather than “my invention.” This is not introducing new matter. Examiner’s attention is respectfully directed to section heading: DETAILED DESCRIPTION OF THE PREFERRED EMBODIMENT. Self-evidently then, the original disclosure disclosed that a “preferred embodiment” was being described and hence the correction to paragraph [0044] does not constitute new subject matter. Withdrawal of the objection to the specification on this basis is respectfully requested.

Finally, Examiner asserted that “there is not any unmarked (Clean Copy) of the Specification filed 04/23/07 found in the file. There are two copies of the marked-up copy of the Specification in the file dated 04/23/07”. While Applicants believe that Applicants have provided an unmarked (Clean Copy) of the Specification (as witnessed by the return receipt postcard returned to Applicants), Applicants nonetheless herewith and gladly provide yet another copy of the unmarked (Clean Copy) of the Specification. The substitute specification contains no new subject matter.

Claim Rejections under 35 U.S.C. § 112

Claims 1 – 6 were rejected under 35 U.S.C. § 112, first paragraph, with Examiner asserting “Claim 1 recites ‘simultaneously exposing generic mortgage profile information . . .’ There is nothing in Applicants’ Specification relating to ‘simultaneously exposing generic mortgage profile information,’ and a specific mortgage lender profile being instantiated with a set of unique lender characteristics for use . . . in completing the mortgage transaction. Applicants’ Specification recites ‘exposing generic mortgage profile information.’”

Applicants respectfully traverse the rejection. With reference to Figure 3 and Paragraph [0023], (by way of example and not by limitation), Applicants’ Specification teaches “The VGWL object executes a pricing engine that exposes to the broker a set of one or more generic mortgage lender profiles from which the broker may select.” While further support may be found in the Specification, at least this quoted sentence supports the claim limitation of “simultaneously exposing mortgage profile information for a plurality of different specific wholesale lenders.”

The claim limitation of “a specific mortgage lender profile being instantiated with a set of unique lender characteristics for use . . . in completing the mortgage transaction” is also supported by the specification. As an example, with reference to Figure 5 and Paragraph [0023] (by way of example and not by limitation), the specification recites “When the broker makes a selection, the VGWL is instantiated with appropriate data to display lender-specific implementation details.”

For at least these reasons, claim 1 is fully supported by the specification and meets the statutory requirements of 35 U.S.C. § 112, first paragraph; withdrawal of the rejection of claims 1 – 6 under 35 U.S.C. § 112, first paragraph, is respectfully requested.

Claims 1 – 6 were also rejected under 35 U.S.C. § 112, second paragraph. Examiner asserted that it is “unclear and indefinite as to what Applicants mean by ‘exposing to the broker . . . the at least one generic mortgage lender profile simultaneously exposing . . .’”. Applicants respectfully respond that when the entire claim element is read, the meaning is clear to one skilled in the art. In full, the claim element recites “exposing to the broker a set of at least one generic mortgage lender profile over said web-based information exchange, the at least one generic mortgage lender profile simultaneously exposing generic mortgage lender profile information for a plurality of different specific wholesale lenders” (emphasis added). In its entirety, the claim limitation is clear and unambiguous that what is being “simultaneously exposed” is information for different wholesale lenders.

There is no reason to change the phrase to read “and simultaneously exposing” as Examiner has suggested. Rather, as written, the claim states that the generic mortgage lender

profile is simultaneously exposing information for a plurality of different lenders. This is further supported by Figure 3, by way of example and not by limitation, wherein specific information for a plurality of wholesale lenders 306 is simultaneously presented via virtual quasi-generic wholesale lender platform 302. One skilled in the art would understand the term the . . . generic lender profile simultaneously exposing generic mortgage lender profile information for a plurality of different specific wholesale lenders” to mean the situation illustrated by way of example in Figure 3. Hence, the claim term is not ambiguous.

Examiner also asserted that the claim term “applying a given generic mortgage lender profile to given data . . . who meet criteria specified in the given data, responsive to entry by the broker of the given data’s is vague and indefinite “since there has not been any data given prior to this step.” Examiner states, “It cannot be determined where the ‘given data’ is coming from.” Applicants respectfully traverse. The claim element actually states, “responsive to entry by the broker of given data, applying a given generic mortgage lender profile to the data to identify a set of one or more specific wholesale lenders who meet criteria specified in the given data” (emphasis added). Hence, the claim unambiguously identifies where the data is coming from. It is coming from an “entry by the broker.” Examiner’s assertion that “there has not been any data given prior to this step” is in error. The step recites that given data is entered by the broker. As such, the claim element is clear and definite.

Regarding claim 3, Examiner asserted that the claim term “eligibility matrix” was not defined in the Applicants’ Specification. Applicants’ respectfully traverse. The terms eligibility matrix and eligibility matrices are well known terms in the art readily understood by one of

ordinary skill in the field of mortgages. As noted in Paragraph [0026] of Applicants' Specification, terms such as "rate sheets, brochures, eligibility matrices, lock, and registration sheets" represent known items of the type "normally distributed to brokers." Because eligibility matrices is a common and well known term in the relevant art, there is no need for a definition in the Specification and claim 3 is clear and definite.

Claims 2 – 6 were rejected as being depending from a rejected base claim. The rejection of claims 2 – 6 under 35 U.S.C. § 112 should be withdrawn for the same reasons provided above with regard to claim 1.

Claim Rejection Under 35 U.S.C. § 102 and § 103

Claim 1 was rejected as being anticipated by U. S. Patent No. 6,233,566 to Levine et al. ("Levine"). Claims 2-6 were rejected under 35 U.S.C. § 103(a) as assertedly being unpatentable over Levine in view of U.S. Patent Publication No. 2004/0002915 to McDonald, *et al.* (hereinafter "McDonald"). Applicants respectfully traverse.

Claim 1 recited, in combination with other elements, "information exchange between a broker and a set of wholesale lenders." An example of information exchange between a broker and a set of wholesale lenders is provided in Figure 1 of the present application, reproduced below for Examiner's convenience. Note that the borrower is not a party to the information exchange.

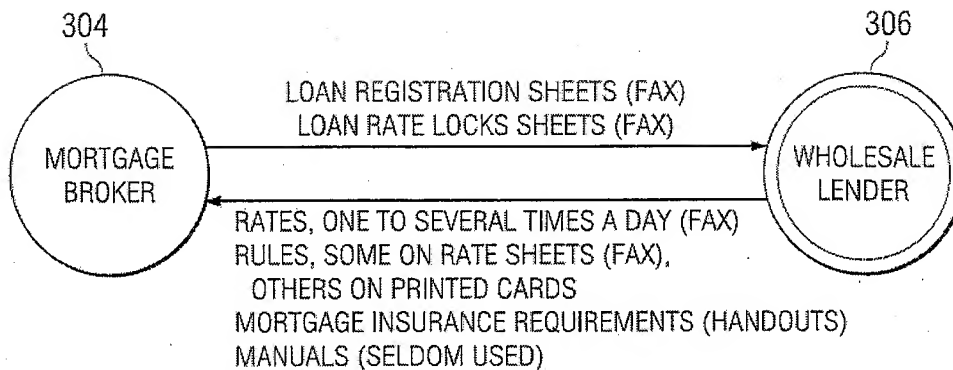


FIG. 1

Figure 1: Figure 1 of Applicants' specification

Examiner has asserted that U.S. Patent No. 6,233,566 to Levine ("Levine") discloses, at col. 3, lines 7 – 49, "information exchange between a broker and a set of wholesale lenders."

This is incorrect. Column 3 of Levine discusses a "loan origination phase" wherein "the potential borrower contacts the lender or a broker working with a lender" (Col. 3, lines 7 – 11).

This can be illustrated as below:

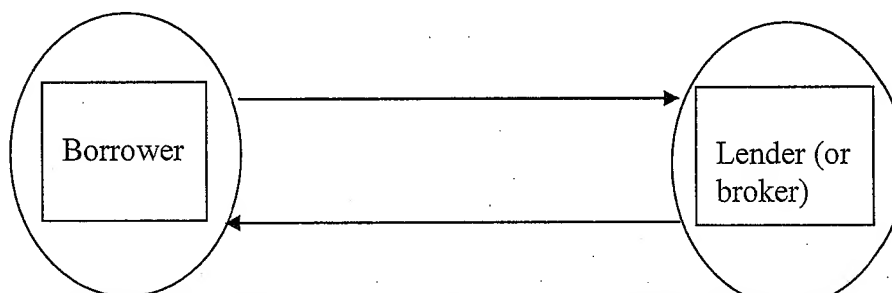


Figure 2: Diagram of information exchange in loan origination phase

Note that the only information exchange disclosed in Col. 3, lines 7 – 28, of Levine (wherein the loan origination phase is discussed) is between a borrower and a lender or broker.

Levine nowhere discloses any information exchange between a broker and wholesale lenders during the loan origination phase.

Column 3 of Levine also discusses a “loan wholesaling phase” at lines 29 – 49. The only information exchange disclosed in this section of the reference, however, is between a lender and a mortgage banker. This can be illustrated as follows:

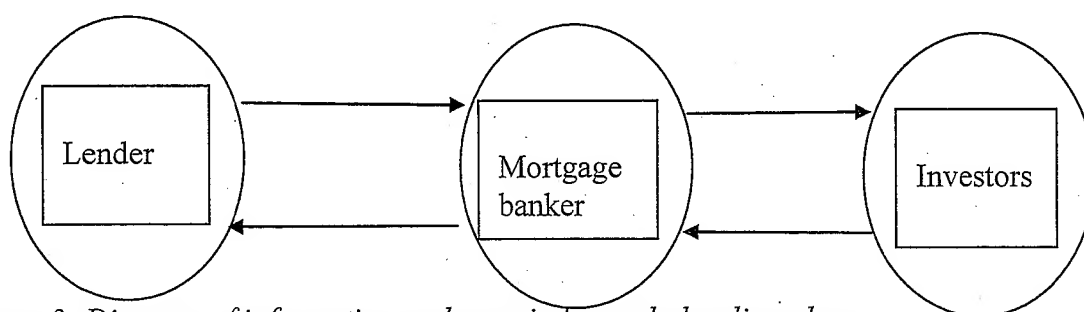


Figure 3: Diagram of information exchange in loan wholesaling phase

Again, note that Levine nowhere discloses information exchange between a broker and wholesale lenders in this section of the reference either.

Simply put, claim 1 relates to and recites communications between a broker and wholesale lenders. These communications happen during a loan origination phase. While Levine does discuss the loan origination phase (col. 3, lines 7 – 29), Levine nowhere discloses communications between brokers and wholesale lenders. Rather, Levine discloses communications between a borrower and a lender or broker. While relevant to the loan origination process, these are completely different communications than the information exchange between a broker and wholesale lenders recited in claim 1.

Further, Levine discloses communications between a lender, a mortgage banker and investors for pooling loans at col. 3, lines 29 – 49. This teaching is simply inapposite to the

claimed information exchange between a broker and wholesale lenders as this portion of Levine addresses a phase in the loan life cycle wherein loans are simply being pooled for sale to investors – this is not part of the loan origination phase.

Examiner has also asserted that several sections in Levine address exposing one or more generic lender profiles. Examiner has cited to Col. 21, lines 41 – 48 and lines 49 – 59 for support. This section of Levine merely addresses loan wholesaling wherein lenders can maintain a “profile” including contact information and “a list of all loans or loan pools ... for sale in the system” (emphasis added). Again, this section of Levine provides no disclosure of exposing to a broker a “generic lender profile” that simultaneously exposes “generic mortgage profile information for a plurality of different specific wholesale lenders” as required by claim 1. This is for the simple reason that this disclosure in Levine is frankly unrelated to the exchange of information between a broker and a set of wholesale lenders. By contrast, Levine is disclosing communications between a lender and investors in a pool of loans. Such disclosure is simply not relevant to claim 1.

In summary, Levine discloses information exchange between a borrower and a lender during the loan origination phase, but nowhere discloses information exchange between a broker and wholesale lenders during this phase. Levine also teaches communications between a lender and a mortgage banker and/or investors during a pooling phase, but nowhere teaches exposing to a broker a generic lender profile that simultaneously exposes generic mortgage profile information for a plurality of different specific wholesale lenders. As such, claim 1 is patentably distinct over the reference and should be allowed.

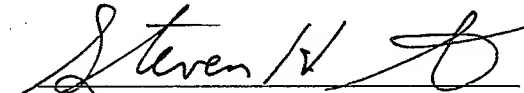
With the above remarks establishing the patentable distinctions of claim 1 over Levine, Applicants respectfully re-urge the position that U.S. Patent Publication No. 2004/0002915 to

McDonald ("McDonald") fails to overcome the above cited shortcomings in the primary reference and request claims 1-6 be passed to issuance.

Applicants have made a diligent effort to place the claims in condition for allowance. However, should there remain unresolved issues that require adverse action, it is respectfully requested that the Examiner telephone Steven H. Slater, Applicants' attorney, at 972-732-1001, so that such issues may be resolved as expeditiously as possible. No fee is believed due in connection with this filing. However, in the event that there are any fees due, please charge the same, or credit any overpayment, to Deposit Account No. 50-1065.

Respectfully submitted,

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Date


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